



GOLF GREEN AVENUE



VGA DEVELOPERS PVT. LTD.

Alignment Letter

**ALLOTMENT LETTER**

The Company is pleased to inform you that on acceptance of the application of booking made by you, the Company has allotted you the flat in its group housing project GOLF GREEN AVENUE located at Plot No. GH-P4, Sector 25, JAYPEE GREENS CITY SDZ, YAMUNA EXPRESSWAY, GREATER NOIDA, UTTAR PRADESH BY VGA DEVELOPERS PVT LTD. The details and the Terms & Conditions of the allotment are set out as under:

**PARTICULARS OF ALLOTTEE**

(To be filled in case of individual)

**FIRST ALLOTTEE**

Mr./Mrs./Ms.....

Son/Wife/Daughter of Mr./Mrs.....

**Residential Status:**

Indian/ Non-Resident Indian /Other.....

Residential Address.....

..... Nationality .....

Mobile ..... E-Mail.....



**SECOND ALLOTTEE**

Mr./Mrs./Ms.....

Son/Wife/Daughter of Mr./Mrs.....

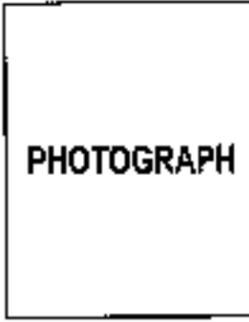
**Residential Status:**

Indian/ Non-Resident Indian /Other.....

Residential Address.....

..... Nationality .....

Mobile ..... E-Mail.....



## **INTERPRETATION OF SOME OF THE INDICATIVE TERMS**

For all intents and purpose and for the purpose of terms and conditions set out in this agreement, singular includes plural and masculine includes feminine gender.

### **JOINT ALLOTMENT**

The Allottee declare and affirm that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both/all and the joint Allottee shall be treated as one single person/entity for the purpose of this allotment letter and both/all shall be liable for the consequences jointly as well as severally.

### **FOREIGN NATIONALS**

In case of Allottee is Foreign National/NRI, he shall ensure that all the provisions of Foreign Exchange Management Act, 1999 and other applicable laws relating to the governance of purchase of properties/land in India including any permission for the same from the competent authority, shall be complied by the Allottee himself.

### **DEFINITIONS AND INTERPRETATION**

**"Allotment"** shall mean the allotment of the said Unit to the Allottee pursuant to his application form and complying with the Terms & Conditions.

**"Allottee"** means the applicant who by signing the application form for allotment and has applied for allotment of residential unit (as described in detail in the application form) and has agreed to abide by the terms and conditions hereof. The term "Allottee" unless it be repugnant to the context or meaning thereof, be construed to mean and include his representatives, successors, executors and permitted assigns;

**"Working Day"** means a day, other than Sunday and Gazetted holidays, on which the principal scheduled commercial banks located in New Delhi/Noida are open for business during normal banking hours;

**"Common Area"** means area under the common staircases, circulation area, walls, shafts, passages, corridors, lobbies, refuge areas, stilts, common pantries, motor room, common toilets, Parking areas, area left for services and facilities, Parks Green Areas and the like related to the GOLF GREEN AVENUE and as shall be more specifically detailed in the Indenture of Sub-Lease Deed;

**"Company"** means **VGA DEVELOPERS PVT. LTD.** a company incorporated under the Companies Act, 1956 having its registered office at 702-704, D-Mall, Netaji Subhash Place Pitampura, New Delhi-110034 and shall, unless repugnant to or inconsistent with the context, be construed to mean and include its successors-in-interest and permitted assigns;

**"Said Unit"** means one residential flat bearing Unit Number \_\_\_\_\_ in tower \_\_\_\_\_ on the \_\_\_\_\_ floor of high rise/low rise building super area measuring \_\_\_\_\_ Sq. Ft or \_\_\_\_\_ Sq. Mtr. at **GOLF GREEN AVENUE**, GH-P4 Sector-25, Jaypee Greens Sports City SDZ, Yamuna Expressway Uttar Pradesh having a Super Area and location as per the application form, for the allotment of which the allottee has made an application to the Company in its standard application form;

**"Governmental Authority"** means any governmental, statutory, departmental or public body or authority, including courts of competent jurisdiction;

**"GOLF GREEN AVENUE"** shall mean the land situated at Plot No. GH-P4 Sector-25, Jaypee Greens Sports City SDZ, Yamuna Expressway Uttar Pradesh admeasuring 20,071 Sq. Mtr, (4.96 Acres approx.) leased by the Yamuna Expressway Industrial Development Authority "YEIDA" in favour of M/s Jaypee Sports International Ltd. Later on M/S Jaypee sports international limited has executed a Sub Lease Deed in favour of M/s VCA Developers Pvt. Ltd, having its office at 702-704, D-Mall, Nela; Subhash Place, Pitampura, New Delhi-110034 vide Sub lease deed Reg as No. 15393, Book no. I, Vol. No. 15892 on pages 63-126 on dated 17/5/2014 in the office of SR Sadar, Gauram budh Nagar, UP.

**"Law"** means any statute, notification, circular, bye laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by any Governmental Authority.

**"Lease Deed"** shall mean the lease deed executed between Yamuna Expressway Development Authority & JPST Ltd.

**"Sub Lease Deed"** shall mean the sub lease deed dated 17<sup>th</sup> May 2014 in respect of 20,071 Sq. Mtr. of land executed between Jaypee Sports International Limited and VCA Developers Pvt. Ltd.

**"Leased Land"** shall mean the properties that are the subject matter of the Lease Deed;

**"Parties"** shall mean the Company, YEIDA and the Allottee and "Party" shall refer to anyone of them.

**"Person"** includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, society and a natural person in his capacity as trustee, executor, administrator, or other legal representative;

**"Plan"** includes the tentative building plan for construction and development at GOLF GREEN AVENUE, and is subject to variation during the course of sanction and/or at the time of completion of construction because of change in plan and/or Government regulation applicable to **GOLF GREEN AVENUE**.

**"Allotment Letter"** Allotment Letter which is being issued by the Company to the allottee for allotment of the Unit and undertakes to abide by the Standard Terms & Conditions of allotment;

**"Terms & Conditions"** shall mean these terms & conditions of allotment of the Unit;

**"Earnest Money"** shall mean the 15% of the Basic sale price of the unit.

**"Super Area"** means the covered area of the demised Premises inclusive of the area under the periphery walls, area under columns and walls within the Demised Premises, half of the area of the wall common with other premises adjoining the Demised Premises, cupboards, plumbing shafts of the Demised Premises, total area of all balconies and terraces, and the proportionate share of the Common Areas;

**"Third Party"** means any Person other than the allottee, YEIDA and the Company.

**Now therefore this Allotment agreement witnesses and parties hereto hereby irrevocably, unequivocally and unconditionally undertakes, covenant, warrant and records as under.**

**Terms and Condition of the lease deed executed between YEIDA and JAYPEE and further sub lease deed executed between JAYPEE and COMPANY VCA for the GOLF GREEN AVENUE Project**

- A. That the project is being executed by the Company on leasehold land allotted by Yamuna Expressway Industrial Development Authority (YEIDA) to JAYPEE and on the basis of a lease deed JAYPEE further executed sub-lease deed to COMPANY VCA whereby the Company is authorized to develop/construct/sale and market the project in adherence to terms and condition of YEIDA.
- B. That on execution of the sub-lease deed in favour of the allottee by the Company for transfer of the leasehold title of the unit, the allottee shall be bound by the terms of YEIDA, including payment of lease rent, transfer charges etc.
- C. That all taxes or charges, present or future, on land or building levied by any authority, from the date of booking, including the lease rent payable to YEIDA shall be borne and paid by the allottee only. One time lease rent, if paid, shall proportionately be borne by the Allottee.
- D. That the Company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines and agriculture. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to the internal services, are to be provided by YEIDA.
- E. That all terms and conditions of the lease deed executed between the YEIDA and JAYPEE and further sub lease deed executed between JAYPEE and COMPANY VCA will be mutatis mutandis applicable to the allottee. The Sub-Lease Deed shall be executed, only after the Allottee has made full & final payments, including all other additional charges which are due and payable to the Company. Till the execution of the Sub-Lease Deed and handing over the possession of the flat, the ownership of the flat shall remain vested with the Company.

### 1. CHANGE IN F.A.R.

- A. The allottee agrees and undertakes that if during the course of construction and/or after completion of the construction and/or after handing over physical possession of the flat to the Allottee or even thereafter or even otherwise under the rules of local authorities/YEIDA, F.A.R. is increased, as a result of which construction of further floors and/or flat becomes permissible, in that event the Company shall accordingly has the right to raise such further construction and/or additional flats with the consent of such number of Allottee including Allottee of the last floor, as prescribed under Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010(as amended from time to time); and rules made there under.
- B. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the project. The Allottee acknowledges that he has not made any payment towards the additional F.A.R. and shall have no objection to any such construction activities including addition of floors carried on the tower (in which the Flat is located) or anywhere in the Project. The Allottee further expressly consents to alteration of the Building/Layouts/master plan of the Project in case of any additional F.A.R. being provided.
- C. That the allottee agrees to accept any change +/-10% in the super area of the unit due to any architectural or any kind of whatsoever change for the said unit. The allottee further agrees to pay the balance demand as and when demanded by the company as a result of change in area.

### 2. CHANGE IN SPECIFICATION

- A. The Allottee covenant that he has reviewed the Plans and has been made aware of and accepts that the Plans, Super Area, specifications as per Annexure-3 that these specifications are tentative and that there may be variations, deletions, additions, alterations made either by the Company as it may in its sole discretion deem fit and proper, or by or pursuant to requirements of a Governmental Authority, which alterations may involve changes, namely change in the position of the Said Unit, change in the number of units, change in its dimensions, change in the height of the building, change in its Super area, and the allottee hereby unconditionally and unequivocally agree and concur his consent to such variations, additions, deletions, alterations and modifications as aforesaid the "Permitted Alterations")
- B. The allottee unequivocally undertakes and agrees that Consideration amount may be increased on account of the permitted alterations and the allottee shall pay without demur such increased amount of Consideration at such times as may be required by the Company. In the event that the Consideration amount is decreased pursuant to the permitted alterations, the excess amounts, if any, paid by the allottee shall be refunded by the Company, without interest. Provided further that any changes as a

result of the Permitted Alterations shall not be construed to give rise to any claims of the allottee, monetary or otherwise. Any increase or decrease in the Super Area of the Said Unit shall be payable or refundable on a pro rata basis, without any interest.

### 3. PROJECT LOAN

- A. The Allottee hereby authorizes and permits the Company to raise finance from any Bank, financial Institution, Body Corporate etc. and for this purpose create equitable mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the said flat/building/ complex/ tower/ block/ portion of land in favour of one or more Financial Institutions/Banks.
- B. That Allottee unequivocally undertakes that he shall not have any objection, whatsoever and the consent of the Allottee shall be deemed to have been granted for creation of such mortgage/charge/securitization of receivables during the construction of the said flat/building/complex/ tower/block. Provided, however, that at the time of handing over the vacant physical possession of the said flat as well as at the time of execution of Sub-Lease Deed in favour of the Allottee by the Company, the same shall be free from all sorts of encumbrances.
- C. That Allottee concur and agrees that YEIDA shall have the first charge lien on the lease hold property towards the pending payment in respect of plot/flat allotted/lease rent/taxes or any other charge as informed or levied by the authority on the plot and that banks/financial institutions shall have the second charge on the dwelling units thus being financed.

### 4. PARTICULARS OF FLAT ALLOTTED

The total Sale Price of the flat so booked with payment plan opted by the applicant shall remain fixed as per Annexure-1, and shall not be subject to any escalation. The tentative layout plan of the unit is as per Annexure-2. The above price of the flat shall not include the following;

All taxes, impositions, levies, duties as applicable or imposed or which may be imposed by central govt, state govt. or local authorities with regard to the sale/sub-lease of the flat.

Stamp duty, Registration fee and allied charges, as applicable, shall be additionally payable by the Allottee.

External Development Charges by concerned authorities.

Any other kind of development charges as may be imposed by the concerned authorities or charges for providing amenities by the local bodies.

Processing fee and all other incidental charges as payable to the YEIDA at the time of transfer/execution of Sub-Lease Deed shall be borne by the Allottee.

## 5. CONSIDERATION

- A. The Allottee shall make such payments "Sale Consideration", at such times as described in the Schedule of payment annexed hereto and without any requirement for the Company to send any notice or Intimation to the allottee that the Consideration or any part thereof has become due and payable. All payments by the allottee in respect of said consideration of allotted flat are required to be made by demand drafts or by cheques payable at New Delhi/Noida.
- B. In addition to the Consideration, the allottee agrees that if there is enhancement of charges by any order of Government authority, including the YEIDA, or any additional expenses are borne by the Company for any reason including, Inter alia, for enhancement in compensation payable for leased land acquired, for providing external services etc. and upon written intimation by the Company to the allottee of the same, the allottee shall make prompt and due payment of such additional sums within 15 days of such demand by the Company failing which the said demand shall attract penalty @ 18% p.a. on the demanded amount.
- C. The timely payment of Consideration and other dues as more particularly described in the application form is an essential pre-requisite to the execution of the indenture of sub lease deed. The Allottee hereby agrees and understands that, notwithstanding anything stated hereinabove, failure of the allottee to comply with the terms of payment of the Consideration shall entitle the Company to terminate the allotment, refuse to execute the Indenture of Sub-lease Deed and forfeit the Earnest Money. The Company shall, upon cancellation, be free to deal with the said unit in any manner, whatsoever, at its sole discretion.

## 6. LEASE RENT

That the Company is required to pay lease rent to the YEIDA in respect of the project land, and allottee has to pay proportionate lease rent as decided/demanded by the YEIDA time to time over and above the basic sale price. The Company will pay one time lease rent on or before handing over the possession of the said unit, to the YEIDA.

## 7. CAR PARKING,

- A. The Car Parking will be available inside the complex, as per the type opted by the Allottee in the application form. The Car/Vehicle shall be parked within the same parking space allotted to the Allottee. One Parking either Open or basement or basement big Parking Slot or Stilt/Podium, is mandatory.
- B. The company also reserved its rights to allot the un-allotted parking spaces in future even after handing over the maintenance of the said complex to the Residents Welfare Associations of the complex.

The R.W.A or owners/allottee/occupiers of the apartments shall not have any rights over the un-allotted parking spaces. No vehicle will be allowed inside the complex except those who have reserved the car parking space. One parking, as opted in application form will be given by the Company.

## 8. CLUB & RECREATIONAL FACILITY CENTRE

- A. The Company shall construct at its own cost a club/recreational facilities center which may be transferred to outside agency, to own, manage and operate such facilities on such Terms and Conditions as the Company may deem fit at its sole discretion.
- B. That allottee shall be offered membership of the recreational club in the complex and the allottee has to abide by the terms and condition of the membership of the club, the allottee further unequivocally concur to bear the payment of recurring annual/monthly charges in addition to the basis sale price as mentioned above.
- C. The Allottee shall have the right to use such facilities subject to rules and regulations of the club/recreational center, including payment of requisite charges/fec, which may vary from time to time.

## 9. FIRE FIGHTING

The fire safety measures have been agreed to be provided as per existing Fire Safety Code / Regulations as on the date hereof. Provided however, in the event that any further fire safety measures are undertaken, as are deemed necessary by the Company or as are required to be undertaken pursuant to the requirements of applicable Law, the proportionate increased charges in respect thereof shall also be payable on demand by the allottee.

## 10. PROVISION FOR SUPPLY OF WATER

The Company shall construct an underground as well as overhead water tank for the entire complex and the Allottee shall be given the water supply from the said water tanks. The supply of water shall be provided by the concerned local Authority.

## 11. PROVISION FOR SUPPLY OF ELECTRICITY

The electricity supply shall be made from the common centralized meter on prepaid coupon basis. The Allottee shall execute separate Electricity Supply Agreement with the Company or its nominated agency or any association formed for the purpose and the Allottee shall be bound by the terms and condition of the Electricity Supply Agreement. The supply of electricity to the common centralized meter shall be provided by the concern local Authority.

## 12. TRANSFER OF ALLOTMENT

- A. The allotment of flat is made in the proposed group housing project GOLF GREEN AVENUE and allotment is valid for this project of the Company and not liable to be transferred to any other project of the Company.

- B. Provided that the Indenture of sub lease deed shall be executed only after the entire Consideration amount has been received from the allottee alongwith other applicable dues, charges and expenses, and subject to the construction of the said Unit be completed in all respects and complying with all the provisions hereof.
- C. In case of Internal transfer of allotment of said unit, the administrative charges as prescribed by the Company shall be payable by the allottee to the Company. However, no transfer shall be entertained by the Company, till the 40% of the basic sale price has been paid by the Allottee.
- D. The detailed terms of the final transfer of the said Unit shall be based on the definitive legal document for the transfer of property, which shall be executed between the Parties and shall include the entire understanding between the Parties relating to the sub Lease deed of the said unit.
- E. Provided further that the Indenture of sub lease deed shall be executed only when the Said Unit is in a deliverable stage.
- F. All Assignments of the allotment by the allottee to any Person (the Proposed Transferee), shall require prior written consent of the Company, which the Company may give on such terms and conditions including inter alia those relating to payment for administrative charges for permitting such substitution and the Company's right to terminate the allotment. The Company shall have the right to refuse any assignment or nomination before all the dues under the allotment are paid in full. The Proposed transferee shall be bound by the terms and Conditions and shall furnish an undertaking to that effect.
- G. Notwithstanding anything contained in this clause, the allottee shall pay all expenses, charges, fees and any other dues payable to the Company, whether required here under or any subsequent agreement, prior to applying for transfer of the said unit to the Proposed Transferee by way of sale, mortgage, lease, and license or by any other method.
- H. Normally the transfer of allotment is not permissible; however it may be permitted at the discretion of the Company in the exceptional cases only, subject to payment of administrative charges for transfer which may vary from time to time.
- I. The project is mortgaged to LIC Housing Finance Limited. The Company will provide the No Objection Certificate (NOC) permission of the LIC Housing Finance Limited for sale/ transfer of the flat/unit.

### 13. PAYMENT PLAN

The Allottee shall be required to make the payment as per the payment plan enclosed in Annexure-1. That the payment plan/installment is duly explained to the Intending Allottee and same is already mentioned in application form. The payment on time shall be the responsibility of the intending Allottee, the development linked stages can be called for the payment in any sequence, depending on the sequence of development as

above undertaken by the company during the construction of the Built up unit, irrespective of the sequences mentioned herein above. Any separate demand letter for the due installments with the terms of timely payment is not required to be send by the company and that shall not be claimed as a right by the intending Allottee or a duty/ obligations towards the company.

### 14. REGISTRATION CHARGES

That Allottee hereby unequivocally undertakes that all the cost related to stamp duty and other incidental charges/ legal charges as applicable for registration of Sub-Lease Deed/Conveyance Deed shall be paid separately by the Allottee to the Company at the time of execution of the document in question or as and when demanded by the Company. Allottee further agrees and undertakes to pay all applicable service tax, TDS or any other charges if any, in relation to the execution of this agreement

### 15. CANCELLATION OF ALLOTMENT & FORFEITURE OF MONEY

- A. That failure of the Allottee to adhere to the payment plan will render their allotment canceled and the Company shall be free to re-allot the flat to any other prospective buyer. That on termination of the allotment / cancellation the amount so far deposited by the Allottee shall be refunded without any interest thereon after deducting the 15% of the Basic Sale Price of the unit which are liable to be forfeited.
- B. If the Allottee fails to pay the demanded installments, his allotment shall be canceled at the sole discretion of the Company and the Company shall be free to re-allot the flat to any other prospective buyer without any further notice in this regard. However, under exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment by charging interest @18% per annum and restore the allotment (subject to withdrawal of down payment discount, if any), in case the flat has not been allotted to someone else. In a situation where the flat has been allotted to someone else, an alternate flat, if available, may be offered in lieu of the earlier flat at the sole discretion of the Company on the then prevailing market price of the Company.
- C. If for any reason, the Company is not in a position to allot any flat, the Company shall be responsible only to refund the amount deposited without any interest. However, it is specifically agreed by the Allottee, that the Company shall not be liable for any damages/compensation/penalty on this account.
- D. In case the Allottee gives a written notice to cancel/ surrender the allotment of the unit, booking, then in that event the developer shall cancel the allotment and forfeit the 15% of the Basic sale price of Apartment and the balance amount, if any shall be refunded by the developer without interest.

### 16. DELAYED PAYMENT

- A. Allottee shall ensure that all payments are made on or before the due date(s) fixed in the payment schedule, to avoid cancellation of allotment.

- B. Where payments are delayed, the Company shall at its absolute discretion accept the delayed payments, on being shown sufficient cause by the Allottee for such delay. The Allottee shall be liable to pay interest @18% per annum on delayed payments, however no late payment shall be accepted if the Allottee fails to make the payment even after two consecutive reminders; the allotment shall stand canceled automatically.
- C. Delayed payments made by the Allottee will first be adjusted towards the interest due on delayed payments; and thereafter the balance payment will be adjusted towards the principal amount due against the said unit.

#### 17. PERIOD OF POSSESSION

*December 2020*

- A. That the Company hereby assures that possession of the flat shall be handed over to the Allottee on or before December 2018 with a further grace period of 180 days (One Hundred Eighty days). The proposed project shall be executed phase-wise. Each phase would be a separate entity and Allottee shall be given the possession on completion of his respective phase
- B. Whereas if the completion of the demised Premises is delayed by reason of non-availability or scarcity of steel and / or cement and/ or other building materials and/or water supply and/or electric power and/or slow down, strike and/or due to a dispute with the construction agency employed by the Company, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any Law or court order or as a result of any restrictions imposed by a Governmental Authority or delay in the sanction of building/zoning plans/grant of completion/ occupation certificate, environmental clearance by any Governmental Authority or for any other reason beyond the control of the Company (all such events hereinafter referred to as "Force Majeure Events" and each individual event referred to as a "Force Majeure Event") the Company shall be entitled to a reasonable extension of time for delivery of possession of the said unit.
- C. Nothing contained herein shall be construed to give rise to any right to a claim by way of compensation/damages/loss or profit or consequential losses against the Company on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the Company. If, however, the Company fails to deliver possession of the demised Premises within the stipulated period as mentioned hereinabove, and within the further grace period of 180 days (One Hundred Eighty days) thereafter, the allottee shall be entitled to compensation @ Rupees 3/- per sq. ft. per month for the Super Area of the demised Premises (Compensation). The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time for the delivery of possession of the Demised Premises.
- D. Such Compensation shall be payable by the Company to the allottee only after the Indenture of Sub Lease Deed has been executed, and payment of Consideration and the payment of the other charges has been paid by the allottee.

- E. The Allottee hereby agrees that if the allottee has at any time defaulted in making timely payment of any installment towards Consideration, or has not made full payment of the price of the said unit and other charges due from the Allottee, no compensation shall be payable by the Company.
- F. In the event that a Force Majeure Event occurs, the Company has the right to alter the terms and conditions of allotment of the said unit as stated herein or if the Force Majeure Events so warrant, the Company may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Company here under.
- G. For removal of doubt, it is made clear that, any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the Company, the date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for any compensation for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.
- H. It is further made clear by the Company and fully understood by the Allottee that in case the Company has given any concession in the rate or in the payment schedule or the waiver of interest accumulated on delayed payment of installments, then the Allottee shall not be entitled to claim any compensation, penalty, damages of whatsoever nature on account of delay in completion of construction or Offer of Possession of the Flat.
- I. The adjustment of such Compensation/Penalty/Damages, if any shall be done only at the time of settling of final accounts for handing over the possession of the flat to the Allottee but not earlier.
- J. The Allottee acknowledges that the project shall be developed in many phases. The Allottee shall, after taking possession or deemed possession of the flat, as the case may be, or at any time thereafter, have no objection to Company undertaking construction of or continuing with the construction of the Project or other Building(s) adjoining the flat sold to the Allottee.

#### 18. HOLDING CHARGES

- A. Allottee Irrevocably agrees that as and when the said unit is ready for possession in accordance with the terms specified herein and the completion certificate is received from the Competent Authority, the Company shall be entitled to issue a notice of offer of possession (the Notice of Possession) calling upon the allottee to take possession of the said unit after paying the outstanding dues, if any, stamp duty and registration charges in respect of the indenture of sub lease deed and upon the payment of the Consideration and Maintenance Charges in accordance with the terms herein.
- B. The Allottee shall be liable to take physical possession of the said unit on the terms mentioned herein within 30 Days of the date of dispatch of the notice offering Possession.

- C. Allottee unequivocally undertakes that if, for any reason, the allottee fails and neglects or is not ready or willing to take possession of the said unit, then the allottee shall be deemed to have taken possession of the said unit at the expiry of thirty days from the date of dispatch of the notice offering Possession by the Company.
- D. In such an event the said unit shall be at the risk and cost of the allottee and the allottee shall be further liable to pay holding charges @ Rupees 7/- per sq. ft. per month for the Super Area of the said unit (the Holding Charges). Notwithstanding anything stated hereinabove, upon expiry of a period of 30 days from the date of dispatch of the Notice of Possession, the Company shall, in addition to the right to levy Holding Charges as stated hereinabove, be entitled at its sole discretion to cancel the allotment and refund the payments received from the allottee in accordance with the terms of terms and conditions of this allotment letter.
- E. The Company may, however, at its sole discretion, restore the allotment by levying the Holding Charges up to the date of such restoration. In addition to the Holding Charges as described hereinabove, the allottee shall also be liable to pay proportionate maintenance charges in respect of the said unit from the expiry of 30 days of notice period.

#### 19. MAINTENANCE AGREEMENT

- A. The Allottee shall, on possession and execution of Sub lease Deed of the flat allotted, shall, execute separate Maintenance Agreement with the Company or its nominated agency or any association formed for the purpose and Allottee shall be bound by the terms and Conditions of the maintenance Agreement.
- B. Allottee concurs and agrees to pay the prevailing maintenance and replacement charges (Maintenance Charges) as may be decided by the Company or by the maintenance agency from time to time in this regard.
- C. Allottee further undertakes that upon the timely and due payment of Maintenance Charges, the allottee shall have the right to use the Common Areas and common facilities for the said unit. Provided, however, that it is clarified for the purposes of abundant clarity that, notwithstanding anything in this Clause, the allottee shall not have the right to use the Common Areas and the common facilities till such time the possession of the said unit has been taken by the allottee.
- D. The Allottee shall be liable to pay Interest Free Maintenance Security as may be decided on super area to the Company /nominated agency/ association before the execution of the transfer document and the security charges shall be on one time basis and non-refundable but transferable.

#### 20. MAINTENANCE CHARGES

The Allottee shall be liable to pay 12 months advance monthly maintenance charges to the Company/nominated agency/association at the time of getting offer of possession. The charges for the same shall be conveyed to the Allottee as and when the same is worked out.

#### 21. COMMON AREAS AND FACILITIES

- a) Common areas and facilities shall include the areas and facilities, as mentioned in Section 3 Sub-Section (i) of "The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Allottee, shall have no rights to seek partitions of the common areas and facilities in any manner whatsoever and Allottee shall have the rights to use the common areas together with the other Allottees of the complex in a manner that the common areas shall remain free from obstructions and hindrances, none of the Allottee shall have the right to keep anything in the common areas either temporarily or permanently, as to disturb its original shape, appearance and designs. The Allottee, undertakes and shall remain bound to observe, adhere and follow the obligations and discipline for the proper upkeep, maintenance, beauty, appearance and regulation of the entire housing complex in particular with regard to the following things:
- b) The Allottee shall not allow or permit any kind of pets such as dogs, cats, rabbits etc., to move around in the common areas, stair-case, parks etc, so as to endanger the life, liberty and property of the co-occupants/owners in the event of default, the allottee unconditionally agrees and undertakes to compensate and bear all penalty, risk, cost and consequences as fixed by the company/ maintenance agency or any authority for such default.
- c) The Allottee shall park his vehicle(s) in the area specifically marked for that purpose only. The Allottee shall not allow his visitors to bring their vehicles inside the complex and shall ensure the same to be parked outside the complex at their own risk, cost and consequences.
- d) The Allottee shall not use or allow his flat to be used for any prohibited activities, so as to ensure the quiet and peaceful life/living of the occupants/owner of the flats in the complex.
- e) The Allottee shall not put, affix and display any sign boards indicating his business or professional activities or other kind of boards or neon signs, which may form any kind of publicity or advertisements either of the Allottee or anybody else.
- f) The Allottee shall not do or cause to do any act in the form of additional constructions, whether temporary or permanent, or installation of any windows, screens, permanent curtains, coloring etc. which may disturb, alter, affect, damage, restrict, abridge, etc. the uniformity and unity of the facade and outer appearance of the entire housing complex.
- g) The Allottee shall not use the park, garden, common areas, open space etc. for any kind of functions, congregations, parties, get together, group meetings etc. and it shall be strictly ensured to maintain the beauty of these areas for the purposes they are meant.
- h) That except for the areas herein allotted and all common usage rights and facilities attached therewith, all rights and interest in the entire common areas and facilities in

the said housing complex, shall continue to vest in the Company unless and until the same or any other part thereof is specifically transferred in any manner to any particular flat Allottee.

- i) The terrace, roofs, parapet walls, ground floor along with necessary approaches, swimming pool with changing rooms, and attached facilities, club, common toilets, built up space, builders office, covered and open parking space [except areas of which usage rights specifically allotted to the individual Allottee] along with required approaches shall continue to be the property of the Company which shall be entitled to use them for any purpose whatsoever. Any of Allottee shall not cause any type of encroachment/construction on the above said areas and shall have no right or title whatsoever of any kind in these areas.
- j) The Allottee undertakes that he shall allow the maintenance staff to enter in his flat/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/sewage in his flat.
- k) The Allottee undertakes that he shall pay the expenses for repairing the toilets, bathrooms or any other part of any flat and painting thereof damaged due to his negligence or willful act.
- l) The Allottee undertakes that he shall be responsible to pay for any damage to any equipment in the complex i.e. lifts, fire fighting equipments, motors, panels, water pumps or any other items if it occurs due to his negligence or willful act.

## 22. LIMITED COMMON AREAS AND FACILITIES

Limited Common Areas and Facilities shall include the areas and facilities, as mentioned in Section 3, Sub-Section (i) of "The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, and shall include the saleable area i.e. flats of all Categories, Car Parking Space of all Categories, Commercial Shops and Club Area.

## 23. SUPER AREA

- A. Super Area means the total area comprising of covered area and the proportionate common area. Super Area for the purpose of calculating the sale price with regard to the said flat shall be the sum of the said flat area and its pro-rata share of common areas in the entire building.
- B. Whereas the covered area of the said flat, shall mean the entire area enclosed by its periphery walls including area under walls, column, balconies, cupboards etc. and half the area of common walls adjacent to other premises/flats, which form integral part of the said flat. Common areas shall mean all such portion/areas, in the entire building which the buyer shall be sharing with other occupants of the said building that include entrance lobby, drivers common toilet, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all floors, common corridors, passages, staircase, mummy, service areas including but not limited to lift machine room,

maintenance offices/stores, etc., architectural features if provided, and security/ fire control rooms.

- C. In case the flat is provided with exclusive open terraces the calculation of super area shall be done separately. Buyer however, shall not be permitted to cover such terraces and shall use the same as open terrace only and in no other manner whatsoever. It is specifically made clear that computation of super area does not include:
  - > Site for retail shop/shops, Sites/building/areas of community facilities/amenities like nursery/club/ community center.
  - > Roof/ top terrace above flats
  - > Car parking areas

It is further clarified that the super area mentioned in the agreement is tentative and for the purpose of computing sale price in respect of said flat only and the inclusion of common areas within the said building/tower for the purpose of calculating super areas does not give any right, title or interest in common areas to buyer, except the right to use common areas by sharing with other occupant in the said building subject to timely payment of maintenance charges.

## 24. GENERAL CONDITIONS

- A. The Allottee has satisfied himself about all features and aspects of the project including physical inspection of the land where the proposed project GOLF GREEN AVENUE is being developed/raised, the tentative building plans and ownership records of the land and all other documents relating to the title, competency etc. and the Allottee has been provided with all the information/clarifications, as desired.
- B. The Company has got the building plans prepared and got it sanctioned from the YEIDA.
- C. The construction of the flats shall be strictly in accordance with the sanctioned building plans subject to normal variations which may be necessary as per requirements of the group housing complex but within the compounding limits. If the size of the flat allotted marginally increases or decreases, the total sale price of the flat shall accordingly be increased or decreased proportionately.
- D. There may be variation in the colour, design, size etc. in the tiles, fittings and fixtures among different flats. However, in such an event, material/product of equally good quality shall be used.
- E. That no Allottee shall have the right to make any structural changes in the flat, whether outside the flat or inside the flat, in any manner whatsoever. The Allottee of the flat in the said group housing complex shall ensure that the original structure of the flat is maintained to avoid any danger or damage to the constructional features of the whole building as well as that of adjoining flats.

That neither the provisional Allottee nor the occupier of the flat can put up any sign board, publicity or advertisement material outside his flat or anywhere in the common areas, thereby causing obstruction or hindrance to the other Allottee or passerby etc. without prior written permission of the Company. However the provisional Allottee may put up the nameplate of standard size depicting his name on the entrance of the flat or on the specially designated space for the purpose. That the Allottee shall not cover, particularly the balconies and open areas by putting any kind of permanent or temporary Structures, so as to ensure that the exteriors of the housing complex remain uniform and the beauty of the whole building is not tainted with.

- F. The common facilities, conveniences, amusements, club, swimming pool etc. shall be operational on the completion of the entire project, irrespective that the possession has been handed over to the Allottee phase wise.
- G. The Company shall be making provision for the necessary infrastructure for Gas pipeline for the direct gas supply by the IGL or any other agency and Allottee shall be liable to pay Pro-rata cost of such provision.
- H. The area of the flat on the basis of which consideration has been worked out shall be the super area of the flat.
- I. Every Allottee shall be liable to pay regular usage charges for using the club facilities. The use of the club facility shall be subject to the terms and Conditions or rules of the club governing the same.
- J. The Allottee shall use the flat for residential purpose only as clearly specified in the main lease deed as well as sub-lease deed.
- K. The Allottee shall make the payment to the Company after deducting TDS as may be applicable and at the rate specified by the concerned governmental body or appropriate authority from time to time. The amount deducted as TDS shall be credited to the account of the Allottee on submission of proof of payment/deposition of "TDS on purchase of Property" to the govt. account and submission of TDS certificate by the Allottee in Form-16B, Form-26QB or any other Form or formality in force. In the event, the Application of the allottee is not accepted; the amount paid along with the application shall be refunded without any interest or deduction.
- L. For the removal of doubt it is apparently made clear that the builder has not authorized any broker/ property agent/sales organizer to issue credit notes or any cash back schemes. The broker/property agent/sales organizer is not authorized to collect cash from the intending Allottee. However if the Allottee accept any credit notes or any cash back schemes from the broker/property agent/sales organizer or give cash to any broker/property agent/sales organizer then the builder is not liable for the same and the intending Allottee shall do at his risk and cost.
- M. If the Allottee is residing abroad, the Company, instead of sending the communication, demand, etc. through post, may choose to send the same through e-mail and the same shall be deemed as valid communication and/or demand being raised on the Allottee.

- N. That it is understood by the Allottee that the Internal maintenance of the unit/flat and also its Insurance shall always remain the responsibility of Allottee.
- O. The Allottee has confirmed and assured the Company prior to submitting this application that he has read and understood The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010, and rules framed thereunder and its implication thereof in relation to the various provisions of this application form and allotment letter and shall comply, as and when applicable from time to time, with the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010, rules or any statutory amendments or modifications thereof for the provisions of any other law(s) dealing with the matter. The common areas and facilities and the undivided interest of each flat Owner in the common areas and facilities as specified by the Company in the declaration which may be filed by the Company in compliance of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010, rules shall be binding upon the flat owner and Allottee right, title and interest in the flat shall be governed by what is specified in the said declaration, which will be in consonance with the Allotment Letter.
- P. The Applicant agrees that the Landowning Companies/Company shall have the right to transfer ownership of the said complex in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, association or agency by way of sale, disposal/or any other arrangement as may be decided by the builder without any intimation, written or otherwise to the Applicant and the Applicant shall not raise any objection in this regard.

#### **25. SETTLEMENT OF DISPUTES**

- A. That in case of any dispute between the Company and the Allottee on any of the matter or issue pertaining to the subject matter of this allotment letter or interpretation of any term of this allotment letter, the same shall be referred for adjudication to the sole Arbitrator, so appointed, as per the provisions of the Arbitration and Conciliation Act, 1996. The award given by the arbitrator thereupon shall be final and binding on both the parties. The place of arbitration shall be at Delhi.
- B. It is hereby clarified that during the arbitration proceedings the company and allottee shall continue to perform their respective rights and obligations under this allotment.

#### **26. OVERRIDING EFFECT**

In the event of any inconsistency between the documents and any other instrument or agreement delivered in connection with the transactions contemplated hereby, the terms contained herein shall prevail and have the overriding effect.

## 27. SEVERABILITY

If any provision of these Terms & Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforced ability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

## 28. NOTICE

All notices to be served as contemplated herein shall be deemed to have been duly served if sent by one Party to the other by Registered Post A.D./Speed Post/ Courier at the address(es) specified hereinabove and it shall be the responsibility of the Allottee to inform the Company by a Registered A.D. letter about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first registered address will be deemed to have been received by him at the time when those would ordinarily reach at such address and the Allottee shall be fully liable for any default in payment and other consequences that may accrue therefrom.

## 29. DEFAULT

- A. It is fully concurred by the allottee that in the event of any breach or default of any of the covenants contained herein, (Default), the Company shall be under an obligation to issue a notice calling upon the Allottee to rectify the Default within a period of 30 days from the date of the notice (Notice Period). The Allottee, immediately upon receiving notice of such Default, shall be under an obligation to rectify/ remove the Default within the said Notice Period and inform the Company of such rectification or removal of breach or default by a written notice (by registered AD Post)
- B. In the event that in the judgment of the Company, the Default is not cured within the Notice Period, the Company may, without prejudice to any other legal remedy which the Company may have in Law, equity or contract, in its sole discretion, cancel the allotment in accordance with the provisions hereof. Upon such cancellation the allottee unequivocally, unconditionally and irrevocably agrees that he has applied for allotment of the Said Unit after carefully examining, appreciating, understanding and satisfying himself with the contents of the terms of allotment and implications of the laws applicable to GOLF GREEN AVENUE and the said Unit.
- C. The Allottee has inspected the site, the Plans, ownership records, the Lease Deeds and other documents relating to the title and all other details of the said unit that the allottee considers relevant for the transaction contemplated herein. The allottee has satisfied himself about the right, title and capacity of the Company to deal with the said unit situated at GOLF GREEN AVENUE and has understood all the limitations and obligations thereof.

FURTHER the Allottee has all necessary power, authority and capacity to bind himself to these Terms and Conditions and to perform his obligations herein;

WHEREAS if the above Terms and Conditions of the Allotment are acceptable to you, in acknowledgment of the same, duplicate copy of the allotment letter be returned to the Company within fifteen days of the date of allotment letter, after duly signing the same with two witnesses. The Allotment Letter is accepted unconditionally.

For VGA Developers Pvt. Ltd.

SIGNATURE AND NAME OF THE Allottee

1.

Authorised Signatory

2.

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

**FORM-A**  
**Consent for Change in Area**

I/We have fully read and understood the terms and conditions mentioned herein above and the terms and condition of the scheme and the sub Lease Deed executed in the favour of M/s VGA Developers Private Limited the Company, and all shall be binding over me/us. It is clear to me/us that for any change out of the project, my/our written consent is required as per the applicable law, I/we hereby give consent to that the Company can make any type of change in the layout/elevation/design/coverage area/common area/limited common area besides alteration in open space etc. My/Our consent will be presumed as all time written consent for the same.

**WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Allottee**

**FORM-B**  
**Undertaking by the person acquiring apartment Under Section 10(B) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010**

Office of Yamuna Expressway Industrial Development Authority (YEIDA)

By.:

Mr./Ms./M/s \_\_\_\_\_

Address: \_\_\_\_\_

Acquired Flat/Apartment No. \_\_\_\_ at Tower \_\_\_\_ in project GOLF GREEN AVENUE located at Plot No. GH-P4, Sector 25, JAYPEE GREENS CITY SOZ, YAMUNA EXPRESSWAY UTTAR PRADESH BEING DEVELOPED BY VGA DEVELOPERS PVT LTD, by way of gift, exchange, purchase, or otherwise or taking on lease of the Flat/Apartment from VGA DEVELOPERS PVT. LTD.

I hereby Undertake to comply with the covenants, conditions and restrictions, subject to which the said land was taken on lease by VGA DEVELOPERS PRIVATE LIMITED, before the date of transfer of such flat to the third party.

Further, I shall be bound by the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

**WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Allottee**

Annexure-1  
(Payment Plan)

**Annexure-2  
( Tentative Layout Plan)**

**Annexure-3  
(Specifications)**

<b>STRUCTURE</b>	Earthquake Resistant RCC Frame structure.
<b>LIVING &amp; DINING</b>	
Floor	Marble Stone/Verified Tiles.
Walls	Painted with pleasant shade of Distemper/Emulsion paint.
Ceiling	Painted with pleasant shade of Distemper/Emulsion paint
<b>BEDROOM</b>	
Floor	Vitrified Tiles/ Laminated wooden flooring.
Walls	Painted with pleasant shade of Distemper/Emulsion paint
Ceiling	Painted with pleasant shade of Distemper/Emulsion paint
<b>BALCONY</b>	
Floor	Group 5 Tiles.
Walls	Painted with long lasting water repelient paint
Ceiling	Painted with pleasant shade of Distemper/ Emulsion paint
Railing	MS railing with enamel paint.
<b>KITCHEN</b>	
Floor	Group 5 tiles
Walls	Ceramic/ Glazed tiles up to 2ft. Above counter level rest Painted with pleasant shade of distemper/Emulsion paint.
Platform	Granite counter with Stainless Steel sink.
<b>TOILETS</b>	
Floor	Group 5 Tiles.
Walls	Ceramic tiles upto 7 ft. Ceiling height.
Fitting & Fixture	Excellent Quality W/C and wash basin with single level Mixture with shower, CP brass fitting & provision for Hot & Cold water system.
<b>DOORS &amp; WINDOWS</b>	
Entrance Door	Seasoned Hardwood frames with both side teak finish flush doors.
Internal /External Doors	Flush Door Shutters with Paint/Polish.
Windows	UPVC/Aluminum.
<b>ELECTIRICALS</b>	
	Standby power of 1 KVA for each flat.
	100% Power backup for common area facilities
	Television/Telephone points in living room and all bedrooms.
	Intercom facility from security cabin to each flat.
	Copper Coated wiring.
	Provision for plug points in kitchen, toilet, Bedrooms and dining rooms.
<b>Note :</b>	
	> The colour, size and design of the Tiles/Granite can change
	> Area in all categories of Flat/Unit may vary up to +/- 10% will be charged as applicable.